

EXHIBIT B

Focus Management Group USA Inc.
30725 US HWY 19N PMB 330,
Palm Harbor, FL 34684
O 813-281-0062 F 813-281-0063
www.focusmg.com



Agreement for Consulting Services
Work Authorization #3

DATED: May 12, 2022

This Agreement ("Agreement") for Consulting Services dated May 12, 2022 is by and between the undersigned Client ("Client") and Focus Management Group USA, Inc. ("Consultant" or "Focus"). Client hereby authorizes Consultant to perform the services set forth below (the "Services") in accordance with the terms, conditions and covenants described below and in Appendix A, which is attached hereto and incorporated into this Agreement in its entirety and made a part hereof.

Services – Financial Advisor to the Debtor; Case Management:

In its capacity as financial advisors, Consultant will work closely with the Client and its counsel by performing, without limitation, the following services:

- (a) Review and assist in connection with the Client's Chapter 11 filing including review or preparation of cash forecasts, budgets, projections and filing documents;
- (b) Review, assist and analyze the Client's business plans, cash flow projections, restructuring programs, and other reports or analyses prepared by the Client or its professionals in order to advise the Client on the viability of the continuing operations and the reasonableness of projections and underlying assumptions;
- (c) Review and assist the Client in preparing SOFAs, Schedules and Monthly Operating Reports to be filed in connection with the Client's Chapter 11 case.
- (d) Review, evaluate, assist and analyze the financial ramifications of proposed transactions for which the Client seeks Bankruptcy Court approval, including, but not limited to, cash management, assumption/rejection of real property leases and other contracts, asset sales, management compensation and/or retention and severance plans.
- (e) Review, evaluate and analyze the Client's internally prepared financial statements and related documentation, in order to evaluate the performance of the Client as compared to projected results on an ongoing basis;
- (f) Attend and advise at meetings with the Client, its counsel, other financial advisors and representatives of the Creditors Committee (if formed);
- (g) Assist and advise the Client and its counsel in the development, evaluation and documentation of any plan(s) of reorganization or strategic transaction(s), including developing, structuring and negotiating the terms and conditions of potential plan(s) or strategic transaction(s) i.e. "A 363 Auction and the consideration that is to be provided to unsecured creditors thereunder;
- (h) Render testimony in connection with procedures (a) through (i) above, as required, on behalf of the Client;
- (i) Coordinate operations of the Client with Client's management and counsel, and assist management with monitoring and reporting thereon to the Bankruptcy Court and all interested parties; and

- (j) Provide such other services, as specifically requested by the Client and agreed by Consultant.

Compensation:

Retainer: The retainer from work authorization #1 of \$15,000.00 will be carried over to this work authorization. In the event that Client commences case(s) under the United States Bankruptcy Code, prior to the commencement of the cases Consultant shall receive an additional pre-petition retainer of \$50,000.00. The final retainer available for post-petition services will be disclosed in the Declaration in support of the Retention Motion.

- Professional Fees: Professional fees for this Authorization will be charged at the following hourly rates. If travel is required it will be billed at 50% of said rate plus reasonable expenses
 - Managing Directors \$475.00 per hour (Discounted from \$550.00 per hour)
 - Business Analysts \$350.00 per hour (Discounted from \$400.00 per hour)

Other Provisions:

Notwithstanding anything in the Agreement to the contrary, any and all fees payable to Consultant hereunder shall be paid to Consultant in accordance with and subject to the provisions of the United States Bankruptcy Code and any order entered by a bankruptcy court governing the allowance and payments of fees and expenses of professional persons in Client's bankruptcy case.

"Consultant"

FOCUS MANAGEMENT GROUP USA, INC.

By: _____

Name: Michael Doland

Title: Chief Operating Officer

"Client"

AGWAY FARM & HOME SUPPLY LLC

By: _____

Name: Jay Quickel

Title: President & CEO

Appendix A
Standard Terms and Conditions

Responsibility of Focus. In performing its services pursuant to this Agreement, Focus is not assuming any responsibility for Client's decision to pursue (or not to pursue) any business strategy or to effect (or not to effect) any loan, recapitalization, refinancing or restructuring transaction involving Client, its assets and/or equity and/or debt securities or any other transaction ("Company Transaction"). Except as expressly agreed in writing as part of this Agreement, Focus will not act, or be deemed to have acted, in any managerial or fiduciary capacity whatsoever for Client.

Notwithstanding anything to the contrary herein, Client has contracted with Focus (and not any affiliate of Focus) under this Agreement. Focus is solely responsible for providing the Services under this Agreement and no affiliate of Focus shall be responsible or liable for any obligations under this Agreement.

Responsibility for Other Parties. Client shall be solely responsible for the work and fees of any other party engaged by Client to provide services in connection with the engagement under this Agreement regardless of whether such party was introduced to Client by Focus or its affiliates. Except as expressly provided in this Agreement, Focus shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters.

Availability of Information; Access. Focus's performance of the Services is dependent upon your providing us with such information and assistance as Focus may reasonably require from time to time. Client shall provide Focus and its Personnel (Focus employees and consultants) with access to all of Client's information, Personnel, books, records, and facilities deemed necessary by Focus to complete the work under this Agreement.

Except as expressly agreed in writing as part of this Agreement, Client recognizes and confirms that in rendering services hereunder, Focus will be using and relying on, and assuming the accuracy of, without any independent verification, data, material and other information (collectively, the "Information") furnished to Focus by or on behalf of Client or other third parties (including their agents, counsel, employees and representatives). Client understands that Focus will not be responsible for independently verifying the accuracy of the Information provided to Focus and shall not be liable for inaccuracies in any such Information. Client shall also notify Focus if Client learns that the Information provided is incorrect or inaccurate or otherwise should not be relied upon.

No Assurance of Results/Financial Data. In the event the Services involve prospective financial information, Focus will not express any opinion or other form of assurance on financial statements of the Company. There will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Focus will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company. In addition, Focus makes no representations or warranties concerning Client's ability to successfully improve their operations, maintain or secure sufficient liquidity to operate their business or successfully complete a Company Transaction. Focus does not provide any assurances on the outcome of the Services and the fees payable to Focus will therefore not be contingent on the results of such work.

Use of Reports and Advice. Any advice given or report issued by Focus is provided solely for Client's use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, Client shall not provide any advice given or report issued by us to any third party, or refer to Focus or the Services, without our prior written consent, except as required by law and except to the extent agreed by the parties. In no event, regardless of whether consent has been provided, shall Focus assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

Conflicts of Interest; Disclosures. Focus has undertaken a limited review of our records to determine Focus's professional relationships with Client. From the results of such review, to the best of our knowledge, Focus believe that Focus, its employees and its affiliates do not have any financial interest or business connection with Client other than as contemplated by this Agreement, and Focus knows of no fact or situation that would represent a conflict of interest for Focus with regard to Client that Focus believes would preclude it from performing the Services.

Focus is a diversified services firm engaged in a range of businesses. During the course of Focus's engagement with Client, and in the course of its other activities and relationships, Focus and/or its affiliates (i) may represent Client's

lenders, creditors, competitors and other related parties on matters that are unrelated to this engagement and (ii) may have in their possession or acquire information regarding other persons, companies or transactions that could potentially be relevant to Client or the transactions contemplated herein; however, with respect to such information, Focus shall have no obligation to disclose such information, or the fact that Focus is in possession of such information, to Client or to use such information on Client's behalf, provided that, if any members of Focus's transaction team advising Client become aware of any such information, they shall use reasonable efforts to convey the basic nature of such information to Client, subject to any restrictions under confidentiality agreements or other applicable agreements, laws or regulations or Focus's internal policies and procedures.

COVID. Due to the nature of the global pandemic in person coordination between Focus and Client may not be an available option depending on federal, state, and local government sanctions. In response, coordination can continue using telework tools and remote meetings. Telework tools may include Zoom, Teams or WebEx. These tools allow Focus and Client to coordinate remotely with video, audio, and remote control of computing systems needed for this engagement.

Confidentiality. Focus agrees to keep, and to cause its affiliates and their respective Personnel (the "Focus Parties") to keep, confidential all Confidential Information and none of the Focus Parties will disclose to any other person or entity, or use for any purpose other than specified herein, any Confidential Information of Client or any affiliate thereof that it obtains or is given access to during the performance of the Services provided hereunder. The foregoing is not intended to nor shall be construed as prohibiting the Focus Parties from disclosure pursuant to a valid subpoena or court order or other requirement of law, but none of the Focus Parties shall encourage, suggest, invite or request, or assist in securing, any such subpoena or court order and Focus shall immediately give notice of any such subpoena or court order by fax transmission to Client. Furthermore, the Focus Parties may make reasonable disclosures of information to (x) Focus Parties who need to know such information to perform the services described in this Agreement, (y) any of Client's current creditors including Client's secured lenders(s) and (z) any shareholder, partner, member, or other equity holder of Client. In addition, the Focus Parties will have the right to disclose to others in the normal course of business the existence of this Agreement. Upon termination of this Agreement, Focus shall return to Client all materials of a non-public nature from Client in the course of the engagement (other than Focus's work product and, if Focus elects in its sole discretion, a single copy for Focus internal records only), and shall either deliver to Client or destroy any copies thereof that it may have made or received. These restrictions on Confidential Information will survive for a period of one year after the termination or expiration of this Agreement.

Confidential Information means all Client written information and materials which are either non-public, confidential or proprietary in nature and which are marked confidential or which are by their nature clearly confidential obtained under or in connection with this Agreement, including data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models, or any work product relating to the business of Client. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement or another obligation of confidentiality to Client; (ii) is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; (iii) is rightfully in the possession of a party prior to the disclosure by the other party and acquired from sources other than the other party; (iv) is or has been independently developed by the recipient.

Indemnification and Limitation of Liability. Client hereby agrees to defend, protect, indemnify and hold harmless Focus, its affiliates or any of their respective managers, members, partners, officers, directors, shareholders, agents, employees, controlling persons, successors, heirs or assigns (collectively, the "Indemnified Persons" and each, an "Indemnified Person") from and against any and all claims, actions, damages, liabilities, judgments, costs and expenses (including all fees and disbursements of counsel, legal assistants and paralegals which may be incurred in the investigation or defense of any matter and, in the event of litigation, at all trial and appellate levels) imposed upon, incurred by or asserted against any Indemnified Person, whether direct, indirect or consequential and whether based on any federal, state, local or foreign laws or regulations, under common law on an equitable cause, or on contract or otherwise by reasons of an Indemnified Person's services to Client (irrespective of whether an Indemnified Person's services have been rendered in connection with this engagement or otherwise), except to the extent that any such claims, damages, liabilities and expenses that are found in a final judgment by a court of competent jurisdiction to have resulted primarily and directly from such Indemnified Person's willful misconduct or gross negligence.

Focus, its affiliates and any of their respective managers, members, partners, officers, directors, shareholders, agents, employees, controlling persons, successors, heirs or assigns (the "Focus Parties") shall not be liable to Client or to any of its equity holders for any loss or damage, for any action taken or for refraining from the taking of any action, or for errors in judgment, except as such is finally adjudicated by a court of competent jurisdiction to have resulted primarily and directly from such person's gross negligence or willful misconduct. The Focus Parties will in no case be liable to any other party for any loss of profit, business or goodwill or any indirect, special, consequential, incidental, exemplary, or punitive damages, howsoever arising under or in connection with this Agreement, regardless of the basis of the claim or form of any action, even if Focus has been advised of the possibility of such damages. The maximum aggregate liability of the Focus Parties for any damages arising out of or related to this agreement shall not exceed the fees actually paid by Client to Focus under this Agreement, for the six month period immediately preceding the date the applicable claim or action first arose, regardless of the basis of the claim or form of any action, and notwithstanding the failure of essential purpose of any remedy available to Client.

In no event will any of the Focus Parties assume or be deemed to have assumed, any liabilities, debts or obligations of Client of any kind or description.

Independent Contractor Relationship of the Parties. The parties intend that an independent contractor relationship will be created by this Agreement. As an independent contractor, Focus will have complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business.

Unless otherwise specifically set forth in this Agreement, neither Focus nor any of its Personnel shall be deemed to be an agent, employee, officer or director of Client. Under no circumstances shall Focus or any of its Personnel be, or be deemed to be, in control of the operations of Client, or to be an owner or operator or acting as a responsible person or controlling person with respect to Client. Neither the Focus nor its Personnel will be entitled to receive from Client any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits, health or life insurance benefits, or any other employee benefits except as may be provided under Client's D&O Coverage, if applicable. Focus will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business.

Governing Law and Venue. This Agreement shall be interpreted, construed and enforced under the laws of the State of Florida, without regard to conflicts of laws, regardless of the location of the performance of services hereunder. Any claim, action or proceeding involving the parties hereto shall be brought (and to the extent that the claim, action or proceeding is brought in any other court, the parties consent to the removal of such matter to) (i) to the extent that a federal court could have jurisdiction (whether diversity or subject matter based) over the matter at hand, exclusively in the federal courts sitting in Florida, located in Hillsborough County, Florida, and (ii) in any other matter, exclusively in the courts of the State of Florida, located in Hillsborough County, Florida. The parties submit to the jurisdiction of such courts and irrevocably waive any right they may have to object to any action being brought in these courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

WAIVER OF JURY TRIAL. TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY AGREE NOT TO DEMAND A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR ANY SUCH OTHER MATTER.

Termination and Survival. Either Client or Focus may terminate this Agreement at any time and for any reason whatsoever, by giving written notice of termination to the other party. Upon termination all professional fees and expenses due, both billed and unbilled, up through the time and date of termination (and any travel time and expenses required for the return of any Focus Personnel from such engagement) shall become immediately due and payable to Focus and Focus may in its sole discretion set off against the retainer any balance due.

Termination of this Agreement at any time shall not affect any rights, obligations or interests of either party arising prior to the effective date of termination and which, to give effect to their meaning, must continue in accordance with their terms. Without limiting the foregoing, the covenant regarding Non-Solicitation of a Party's Personnel, non-Audit, No Assurances of Financial Data/Results, Use of Reports and Advice,

Indemnification; Limitation of Liability and Governing Law and Venue shall survive termination of Focus' engagement by Client.

Rights on Nonpayment of Amounts Due. If Focus does not timely receive payments of amounts due under this Agreement, Focus shall be entitled, without prejudice to any other rights that Focus may have at law, in equity or under this Agreement, to immediately suspend provision of the Services until all sums due are paid in full including legal costs incurred for collection. Late payments by Client shall be subject to late penalty fees of 5% per month from the due date until the amount is paid.

Complete Understanding. This Agreement sets forth the entire understanding of the parties concerning the matters contained herein and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the matters contained herein.

Assignment. Neither party shall assign any right herein without the prior written consent of the other party.

Subcontracting of Services. Client agrees that the Services provided herein may, at the discretion of Focus, be performed by Focus and/or one or more of its affiliated parties.

No Waiver. Failure of either party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Agreement.

Severability. If any term, provision or portion of this Agreement shall be determined to be invalid, void or unenforceable, the remainder of the terms, provisions and portions of this agreement letter shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Modification. This Agreement may not be altered, modified or changed in any manner except by a writing duly executed by the parties hereto.

Notices. All notices required or permitted to be delivered under this Agreement shall be sent, if to Focus, to the address set forth at the head of this letter, to the attention of the signatory hereto, and if to Client, to the address set forth on Client's signature block hereto, or to such other name or address as may be given in writing to the other party. All notices under this Agreement letter shall be sufficient if delivered by email, facsimile or overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Client Name	Agway Farm & Home Supply LLC
Address	6606 W Broad Street #B
City, State, Zip	Richmond, VA 23230
Contact Email	jay.quickel@agway.com